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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN BERNARDINO**

14 ANGEL ARMENTA and JAKKOB
15 ROMERO, individually, on behalf of all
16 others similarly situated, and on behalf of
17 the State of California and other aggrieved
18 persons,

19 Plaintiffs,

20 v.

21 BLUE BEACON INTERNATIONAL,
22 INCORPORATED, a corporation; BLUE
23 BEACON U.S.A., L.P., a limited
24 partnership; BLUE BEACON U.S.A. II,
25 L.P., a limited partnership; and DOES 1
26 through 10, inclusive,

27 Defendants.

Case No.: CIVSB2206415

Assigned for All Purposes to:
Hon. Jessica Morgan
Dept. S-26

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND REQUEST
FOR ATTORNEY'S FEES AND COSTS**

[Filed concurrently with Notice of Motion and
Motion; Declarations of Jamie K. Serb, ____,
Justin F. Marquez, and Markus Balthuis;
[Proposed] Order]

Date: October 4, 2023
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Dept. S-26

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1 **I. INTRODUCTION**

2 Plaintiff and Class Representatives Angel Armenta and Jakkob Romero seek final
3 approval of a non-reversionary class action settlement resolving wage and hour claims on behalf
4 of 1,497 individuals who worked for Defendants Blue Beacon International, Incorporated, Blue
5 Beacon U.S.A., L.P., and Blue Beacon U.S.A. II, L.P. (together “Blue Beacon” or “Defendants”) in the State of California as non-exempt employees during the class period of March 25, 2018 to
6 December 31, 2022. The proposed \$1,600,000 total settlement provides about \$966,667 in cash
7 payments to the Class, with an average award of about \$646, plus additional amounts payable
8 under PAGA. The remaining balance will cover modest service awards to Plaintiffs, settlement
9 administration costs, civil penalties to the state, and reasonable attorney’s fees and costs. The
10 parties and their counsel finalized the settlement after extensive and difficult arms-length
11 negotiations overseen by an experienced and highly-regarded mediator. The Court conditionally
12 certified the Class and preliminarily approved the settlement on May 31, 2023. Since then, the
13 Court-approved notice form was mailed to the Class Members on August 4, 2023, and they have
14 reacted very favorably to the settlement. As of the filing of this motion, there are no objections,
15 and only one class member has requested exclusion.

16 Class Counsel secured an excellent settlement with Defendant after some two
17 years of investigation, litigation, and settlement negotiation and administration, all
18 without any compensation for services rendered or costs expended. The class notice duly
19 informed the class members that Class Counsel would request attorney’s fees not to
20 exceed 1/3 of the Gross Settlement Amount, along with reimbursement of no more than
21 \$15,000 for actual costs incurred litigating this matter. As of the filing of this motion,
22 *not one Class Member objected* to the proposed fee award. Consistent with the
23 Settlement and notice, Plaintiff now respectfully requests the Court award Class
24 Counsel's fees in the amount of \$533,333.33 and costs in the amount of \$15,000, as
25 described in the Declarations of Jamie K. Serb (“Serb Decl.”) and Justin F. Marquez
26 (“Marquez Decl.”), filed herewith. The requested attorney’s fees are well within the
27 range of reasonableness, especially considering the complex and risky nature of this
28

1 litigation, the contingent risk assumed, the two-plus year delay in payment and, when
2 subjected to a lodestar crosscheck, result in a fee request with a modest 1.27 multiplier.

3 Accordingly, on behalf of themselves and the Settlement Class, Plaintiffs respectfully
4 request the Court grant this motion, give full and final approval to the settlement, grant Class
5 Counsel's request for attorney's fees and costs, and enter judgment accordingly.

6 **II. BACKGROUND/LITIGATION HISTORY**

7 The details of the procedural and factual background of this matter were outlined in
8 the Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (filed on or about
9 May 8, 2023). To re-familiarize the Court with this litigation, Defendants own, operate, and
10 manage a chain of truck washing facilities throughout the United States, including in California
11 and San Bernardino County. Plaintiffs and the putative class members worked in California as
12 hourly-paid or non-exempt employees for Defendants during the class period. [Serb Decl., ¶ 2.]

13 Plaintiffs allege Defendants' payroll, timekeeping, and wage and hour practices resulted in
14 numerous Labor Code violations. Specifically, Plaintiffs allege Defendants failed to, inter alia,
15 pay for all hours worked, provide employees with legally compliant meal and rest periods,
16 indemnify employees for all necessary business expenses, and provide timely wages. Plaintiffs
17 also allege Defendants had a policy and practice of not providing adequate written disclosures to
18 applicants and employees before procuring credit reports or causing credit reports to be procured.
19 Based on these allegations, Plaintiffs assert claims against Defendants for failure to pay minimum
20 and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to
21 authorize and permit rest periods, failure to indemnify for necessary business expenses, failure to
22 timely pay all final wages at termination, failure to provide accurate itemized wage statements,
23 unfair business practices, civil penalties under PAGA, and failure to conduct lawful background
24 checks. [Serb Decl., ¶ 3.]

25 On March 25, 2022, Plaintiff Armenta filed a putative wage and hour class action
26 complaint against Defendants based on the above allegations and, on June 3, 2022, he filed a
27 separate case seeking civil penalties pursuant to PAGA. On June 24, 2022, Plaintiff Romero filed
28 a putative wage and hour class action complaint against Defendants and, after appropriate notice

1 to the LWDA, he also filed separate case alleging similar wage and hour violations under PAGA
2 on June 17, 2022. On March 29, 2023, the Parties filed a first amended complaint in this matter
3 that added Plaintiff Romero as a party-plaintiff and proposed class representative and combined
4 Plaintiffs' class and representative causes of action. [Serb Decl., ¶ 4.]

5 Following the filing of the initial Complaint, the Parties exchanged documents and
6 information before mediating this action. Defendants produced a sample of timekeeping and pay
7 records for the class members. Defendants also provided documents of their wage and hour
8 policies and practices during the class period and information regarding the total number of
9 current and former employees in their informal discovery responses. In total, Defendants
10 produced nearly 18,000 pages of policy documents, time records, wage records, and other
11 relevant documents in advance of the mediation. After reviewing the documents regarding
12 Defendants' wage and hour policies and practices, analyzing Defendants' timekeeping and
13 payroll records, and interviewing Class Members, Class Counsel was able to evaluate the
14 probability of class certification, success on the merits, and Defendants' maximum monetary
15 exposure for all claims. Class Counsel also investigated the applicable law regarding the claims
16 and defenses asserted in the litigation. Class Counsel reviewed these records and prepared a
17 damage analysis prior to mediation. [Serb Decl., ¶ 5.]

18 On November 16, 2022, the Parties participated in private mediation with experienced
19 class action mediator Gail A. Glick, Esq. The settlement negotiations were at arm's length and,
20 although conducted in a professional manner, were adversarial. The Parties went into the
21 mediation willing to explore the potential for a settlement of the dispute, but each side was also
22 prepared to litigate their position through trial and appeal if a settlement had not been reached.
23 After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs'
24 claims and Defendants' defenses, the Parties reached a settlement following the issuance of a
25 mediator's proposal, the material terms of which were subsequently incorporated in the Parties'
26 proposed Settlement Agreement. [Serb Decl., ¶ 6.] The Court granted preliminary approval of the
27 proposed settlement on May 31, 2023.

28 Class Notices were mailed to class members on August 4, 2023, and Class Members

1 have until September 18, 2023 to opt out or object to the proposed settlement. [Declaration
2 of Markus Balthuis (“Balthuis Decl.”), ¶¶ 8, 12-14.]

3 **III. TERMS OF THE PROPOSED SETTLEMENT**

4 Under the settlement, Blue Beacon will pay \$1,600,000.00 into a common fund, the Gross
5 Settlement Amount or GSA. Attorney’s fees of up to 1/3 of the GSA (533,333.33), litigation
6 costs of up to \$15,000, an enhancement award of \$10,000 for each plaintiff (\$20,000 total),
7 settlement administration costs of \$15,000, and a payment of \$50,000 for PAGA civil penalties
8 (of which \$37,500 (75%) will go to the Labor & Workforce Development Agency for its share of
9 the PAGA penalties and \$12,500 (25%) will be paid to Aggrieved Employees¹), all will be paid
10 from the GSA. The remainder of approximately \$966,667 will be allocated to the Participating
11 Class Members based on their total weeks worked during the Class Period. No portion of the
12 GSA will revert to Blue Beacon. [Sarb Decl., ¶ 7.]

13 **A. Certification of the Settlement Class**

14 The Court conditionally certified a settlement class including all persons employed by
15 Blue Beacon in California and classified as a non-exempt employee who worked for Blue Beacon
16 during the Class Period, which runs from March 25, 2018 to December 31, 2022. The Settlement
17 Administrator ultimately mailed class notices to 1,497 individuals identified as members of
18 the Class. [Balthuis Decl., ¶ 8.] Nothing has changed to require reconsideration of the
19 Court’s certification of the Settlement Class.

20 **B. The Benefit Conferred on the Settlement Class**

21 As noted, the settlement obligates Blue Beacon to pay \$1,600,000 to resolve the claims of
22 the Settlement Class, inclusive of attorney’s fees and costs. Approximately \$966,667 from the
23 GSA will be distributed to the Participating Class Members, with additional amounts going to the
24 Aggrieved Employees for their portion of the PAGA payment. This is a cash settlement that does
25 not require Participating Class Members to submit a claim form to receive their settlement share.
26 Participating Class Members will receive their settlement checks automatically via First Class

27 ¹ “Aggrieved Employees” means person employed by Blue Beacon in California and classified as
28 a non-exempt employee who worked for Blue Beacon during the PAGA Period of March 25,
2021 to December 31, 2022.

1 U.S. Mail. One-third of each settlement share will be allocated to wages and the remaining two-
2 thirds will be allocated to penalties and interest. Blue Beacon will pay any and all applicable
3 employer-side payroll taxes separately and in addition to the GSA. Subject to the Court's
4 approval, any amounts not cashed will be forwarded to the State Controller's Unclaimed Property
5 Fund. [Serb Decl., ¶ 8.]

6 Each Participating Class Member will receive a share of the Net Settlement Amount based
7 on his or her total weeks worked for Blue Beacon in California during the Class Period while
8 employed in a non-exempt position. Thus, each Class Member's Individual Settlement Share will
9 be calculated using criteria typically used in determining appropriate amounts of unpaid wages,
10 unpaid premium wages for missed meal breaks, and potential statutory penalties under applicable
11 law. These methods are intended to ensure each Class Member receives a portion of the available
12 settlement funds corresponding to the relative value of his or her potential claims. The proposed
13 allocation provides a reasonable way to compensate Class Members based on the amount of time
14 they worked for Blue Beacon and the number of instances they missed a meal break, were not
15 provided compensation in lieu of such missed breaks, or lost wages due to rounding or a regular
16 rate miscalculation, etc. [Serb Decl., ¶ 9.]

17 The average class payment will be about \$646, and the maximum class payment will be
18 over \$4,000. The average PAGA payment will be about \$14. [Balthuis, Decl., ¶ 11.]

19 **C. Settlement Administration**

20 Simpluris, Inc., as the Court-approved Settlement Administrator, mailed the Notice
21 Packet to the Class members after making all reasonable effort to ascertain the best mailing
22 address, including running each address through the National Change of Address database
23 and "skip-tracing" any Notice Packets returned as undeliverable. [Balthuis Decl., ¶¶ 3-9.]
24 The Class Notice, previously approved by the Court, duly informed Class Members of the
25 settlement terms, including the estimated relief each Class Member will receive, the amounts
26 to be requested for attorney's fees and the class representative enhancement awards, and the
27 right to opt out of or object to the settlement. [Balthuis Decl., Exh. A.] Simpluris mailed
28 1,497 Notice Packets on August 4, 2023. [Balthuis Decl., ¶ 8.] Ultimately, only 22 Notice

1 Packets were deemed undeliverable, representing a 98.5% success rate. [Balthuis Decl., ¶ 9.]
2 The response window for opting out of or objecting to the settlement will expire on
3 September 18, 2023. [Balthuis Decl., ¶¶ 12-14.] As of the filing of this motion, Simpluris has
4 received one request for exclusion (for a 99.95% participation rate), and zero objections to
5 the settlement. One dispute was submitted regarding the information used to calculate class
6 member settlement shares, which dispute has been resolved. [Balthuis Decl., ¶¶ 12-14.]
7 Simpluris will submit a supplemental declaration prior the final approval hearing.

8 **D. Release of Claims**

9 All Participating Class Members will release Defendants from all claims alleged in the
10 operative complaint, or that could have been brought based on the factual allegations in the
11 operative complaint, including PAGA claims, during the Class Period. The release is limited to
12 the claims that were actually pleaded or could have been pleaded based on the alleged facts in the
13 operative complaint. [Serb Decl., ¶ 10.]

14 **E. PAGA Claims and Notice to the LWDA**

15 The Parties allocated \$50,000 from the settlement to civil penalties under PAGA, and
16 Plaintiff respectfully requests that the Court approve this amount as fair, reasonable and adequate.
17 Consistent with PAGA, \$37,500 from this amount will be paid to the LWDA as the state's
18 share of the civil penalties, and the remaining \$12,500 will be distributed to the 890
19 individuals eligible to receive a PAGA payment. [Balthuis Decl., ¶ 6.] As required by Labor
20 Code section 2699(l)(2), Plaintiff gave notice of the settlement and the final approval hearing to
21 the LWDA via its online portal. [Serb Decl., ¶ 11; Exh. 1.]

22 **IV. ARGUMENT**

23 The law favors settlement, particularly in class actions where substantial resources
24 can be conserved by avoiding the time, cost, and rigors of formal litigation. H. Newberg &
25 A. Conte, 4 Newberg on Class Actions (4th ed. 2002), § 11.41; Class Plaintiffs v. City of
26 Seattle (9th Cir. 1992) 955 F.2d 1268, 1276, cert. denied, 506 U.S. 953; Van Bronkhorst v.
27 Safeco Corp. (9th Cir. 1976) 529 F.2d 943,950; Potter v. Pacific Coast Lumber Co. (1951) 37
28 Cal.2d 592, 602. Nevertheless, to make certain the rights of absent parties are not unjustly

1 compromised, the settlement of a class action requires court approval. Cal. Rule of Court
2 3.769; Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801; Wershba v. Apple
3 Computer (2001) 91 Cal.App.4th 224, 245. The purpose of that judicial review is to protect
4 against fraud or collusion, and to ensure fairness to absent class members. Dunk, 48
5 Cal.App.4th at 1800-01; Newberg, at §§ 11.22, *et seq.* Review is accomplished through a
6 two-step process intended to determine whether, under the totality of circumstances, the
7 settlement is fair, reasonable and adequate. Dunk, 48 Cal.App.4th at 1801; Wershba, 91
8 Cal.App.4th at 245.

9 On a motion for final approval, the trial court is charged with determining whether, in
10 light of the total circumstances of the action and the response of the class members to the
11 proposed settlement, the settlement is fair, reasonable, and adequate. Dunk, 48 Cal.App.4th at
12 1801-02; Wershba, 91 Cal.App.4th at 244-45. The court has broad discretion in making that
13 determination and may consider a number of relevant factors, including: the strength of
14 plaintiff's case; the likelihood of potential recovery; the risk, expense and likely duration of
15 further litigation; the amount offered in settlement; the extent of discovery and stage of the
16 proceedings; the experience and opinion of counsel; and the reaction of class members to the
17 settlement. Id. In light of the strong judicial policy favoring the settlement of class actions,
18 courts generally apply a presumption of fairness to a proposed class action settlement when:
19 (1) the settlement is reached through arm's-length bargaining; (2) investigation and
20 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is
21 experienced in similar litigation; and (4) the percentage of objectors is small. Dunk, 48
22 Cal.App.4th at 1802; Wershba, 91 Cal.App.4th at 245.

23 **A. The Proposed Settlement Merits Final Approval**

24 The proposed settlement of this action warrants final approval under the standards
25 summarized above. The settlement is fair, reasonable and adequate, and represents a
26 favorable resolution of highly disputed claims. Further, the settlement was overwhelmingly
27 approved by the class members, as there were no objections and no class members opted out.
28

1 **1. The Settlement Is the Product of Arm's-Length, Informed**
2 **Negotiations**

3 The settlement is not the result of fraud or collusion. Rather, the proposed settlement
4 was reached following arm's-length negotiations presided over by Gail Glick, Esq., a highly
5 respected and well-known mediator with extensive experience mediating wage and hour class
6 actions. [Serb Decl., ¶ 6.] Moreover, Plaintiffs and their counsel were well-informed about the
7 facts and the law, and counsel Zachary M. Crosner and Jamie Serb of Crosner Legal, and Justin
8 Marquez, Benjamin Haber, and Arrash Fatahi of Wilshire Law Group, all have years of litigation
9 experience, including litigating wage and hour class actions. Plaintiffs' counsel are well-qualified
10 to evaluate the risks and benefits of pursuing further litigation or settling the matter. [Serb Decl.,
11 ¶¶ 26-35; Marquez Decl., ¶¶ 30-41.] Defendant likewise was represented by highly-qualified
12 and experienced defense counsel. Both sides advocated vigorously for their clients, and
13 nothing was "left on the table."

14 **2. The Class Reacted Favorably to the Settlement**

15 The settlement was well-received by the class. As of the filing of this motion, no
16 objections have been filed, and only one Class Member requested exclusion. [Balthuis Decl., ¶¶
17 12-13.] As many courts recognize, class member reaction to the settlement is one of the most
18 important factors to consider in determining if final approval should be granted. Mandujano v.
19 Basic Vegetable Prods., Inc., 541 F.2d 832, 837 (9th Cir. 1976); see also In re: American Bank
20 Note Holographics, 127 F.Supp.2d 418, 425 (S.D.N.Y. 2001) ("It is well-settled that the reaction
21 of the class to the settlement is perhaps the most significant factor to be weighed in considering
22 its adequacy") (internal quotation marks omitted).

23 **3. The Settlement Is Fair and Reasonable Considering the Benefits**
24 **Conferred, the Case Value, and Significant Litigation Risks**

25 The proposed settlement involves a substantial sum of money that, when distributed,
26 will confer meaningful monetary benefits on the Class Members. As described above, each
27 individual award will be based on an allocation consistent with the nature of the claims
28 asserted and will fairly and equitably allocate the available funds in relation to the degree of

1 damage each Class member incurred. While Class members who worked for only a short
2 period of time will receive relatively small sums, those with longer tenures and who worked
3 more hours and shifts throughout the class period will receive appropriately larger awards.

4 Prior to settlement, the parties engaged in extensive formal and informal discovery to
5 facilitate settlement discussions. As a result, Plaintiffs reviewed payroll records, personnel
6 policies/handbooks, meal break policies, personnel files, and a random sampling of paystubs and
7 time records produced by Blue Beacon. Defendants provided documents and information
8 reflecting the estimated total number of workweeks and pay periods they worked, and average
9 hourly pay rates, among other relevant data. Plaintiffs also had that information reviewed by a
10 consulting expert to assist with calculating potential violation rates and potential damages.
11 Plaintiffs' counsel are confident they obtained sufficient information to enable them to understand
12 the law and facts of this case and make an informed decision regarding the proposed settlement
13 and whether it is in the best interests of the class. [Serb Decl., ¶¶ 5, 12.]

14 Using that data, Plaintiff ran various calculations and estimated Blue Beacon's likely
15 maximum exposure on the class claims at approximately approximately \$25 million. When the
16 risk of prevailing at certification and trial are factored into the equation, however, Class Counsel
17 estimated Defendants' realistic exposure at about \$2,224,000 meaning the Settlement achieves a
18 significant recovery, at roughly 71% of the risk-discounted exposure. [Serb Decl., ¶ 13.]

19 On the unpaid wages claim, Plaintiffs allege that Defendants failed to pay for all hours
20 worked, including minimum, straight time, and overtime wages, as Defendants' employees had to
21 work "off the clock." On the other hand, Defendants vigorously disputed this claim and argued
22 their time keeping and payroll policies accurately tracked and paid for all hours worked by
23 employees. Further, Defendants argued that, to the extent any class members worked off the
24 clock it would have been against company policy, and done without Defendants' knowledge.
25 Thus, per Blue Beacon, class certification on this claim would be impossible because
26 individualized inquiries would predominate. [Serb Decl., ¶ 14.]

27 With respect to the meal period claim, Plaintiffs allege Defendants required them and
28 similarly situated class members to either work in lieu of taking meal periods, or their meal

1 periods were untimely or shortened. Plaintiffs' expert's analysis of the sample time records
2 produced suggested Defendants failed to accurately record employees' meal periods, the
3 majority of which were synthetically inputted and based on rounded totals. Defendant opposed
4 by claiming they made meal breaks available to Class Members in compliance with California
5 law. Defendants contend their meal and rest break policies and practices comported with the
6 flexibility the *Brinker* court held was integral to California's meal and rest period requirements.
7 Finally, Defendants argue that Plaintiff's meal and rest break claims are not susceptible to
8 common proof, as the claims would require individualized inquiry, including whether there was
9 an unlawful companywide policy, whether employees had the opportunity to take meal and rest
10 periods, whether they voluntarily chose to forego their meal and rest periods, and whether
11 Defendants ever prevented them from taking meal and rest periods. Accordingly, Defendants
12 contend these claims are vulnerable to a ruling that class treatment is not appropriate. [Serb
13 Decl., ¶ 15.]

14 With respect to the rest period claim, Plaintiffs allege Defendants required them and
15 similarly situated class members to work in lieu of taking rest periods. Defendants argue that
16 Plaintiff's meal and rest break claims are not susceptible to common proof, as the claims would
17 require individualized inquiry, including whether there was an unlawful companywide policy,
18 whether employees had the opportunity to take rest periods, and whether chose to miss a rest
19 period for personal reasons. Accordingly, Defendants contend these claims are vulnerable to a
20 ruling that class treatment is not appropriate. [Serb Decl., ¶ 16.]

21 With respect to the business expense claim, Plaintiffs allege Defendants required them
22 and similarly situated class members to incur costs for work attire, such as personal protective
23 equipment, and equipment, including personal cell phones, in order to perform their job duties.
24 Defendant countered that most likely such expenses did not occur for all class members and,
25 even if the expenses did occur, the costs were not necessary for class members to perform their
26 job duties. [Serb Decl., ¶ 17.]

27 Plaintiffs' claims for inaccurate wage statements and waiting time penalties are derivative
28 of the unpaid wage claims. Should those claims fail, the claims for inaccurate wage statements

1 and waiting time penalties would also fail. Defendants also contend they would not be liable for
2 waiting time penalties because a “good faith dispute” exists over the payment of past wages. Cal.
3 Code Regs. Tit. 8 § 13520; Amaral v. Cintas Corp. No. 2 (2008) 163 Cal.App.4th 1157, 1201.
4 Further, Defendants contend Plaintiffs would have to prove that Defendants “willfully” failed to
5 pay Class Members appropriate wages due upon separation of employment, and that any failure
6 to pay wages upon separation was not willful. [Serb Decl., ¶ 18.]

7 As far as potential PAGA liability, the theoretical civil penalties likely were about \$20
8 million should Plaintiffs prevail on all claims and establish violations of the multiple Labor Code
9 sections at issue. [Serb Decl., ¶ 19.] As with the class claims, Plaintiffs discounted the potential
10 PAGA penalties based on Defendants’ various defenses on the merits and also accounted for the
11 Court’s wide discretion to reduce such penalties, or to decline to award penalties at all. Labor
12 Code § 2699(e)(2); Carrington v. Starbucks Corp. (2018) 30 Cal.App.5th 504 (trial court awarded
13 penalties of \$5 per pay period after a bench trial, which decision was upheld on appeal); In re
14 Taco Bell Wage and Hour Actions (E.D. Cal. Apr. 8, 2016) 2016 U.S. Dist. LEXIS 48557
15 (PAGA penalties denied after trial). Accordingly, the Parties allocated \$50,000 to PAGA
16 penalties.

17 Plaintiff submits this amount is reasonable under the circumstances and in line with
18 comparable settlements in other wage and hour class actions in California. *E.g.*, Van Kempen v.
19 Matheson Tri-Gas, Inc. (N.D. Cal. Aug. 25, 2017) 2017 U.S. Dist. LEXIS 137182 (granting final
20 approval of \$5,000 PAGA penalty from \$370,000 settlement, or 1.4 percent of total settlement);
21 Slavkov v. First Water Heater Partners I (N.D. Cal. July 25, 2017) 2017 U.S. Dist. LEXIS
22 116303 (finding a \$7,500 PAGA payment reasonable when measured against the overall
23 settlement of \$345,000 and the possible weaknesses in plaintiffs' case, or 2.2 percent of total
24 settlement). Additionally, the LWDA has been informed of the terms of the PAGA portion of the
25 settlement, and will be able to weigh in as necessary. Jennings v. Open Door Mktg. Inc. (N.D.
26 Cal. Oct. 3, 2018) 2018 U.S. Dist. LEXIS 171356, at *27 (approving settlement with PAGA
27 penalties of 0.6% where “[p]laintiffs [have] submitted the settlement agreement to the LWDA,
28 and the LWDA has not objected to the settlement.

1 Plaintiffs and counsel discounted the value of the class claims consistent with the risks
2 discussed above, and carefully weighed the likelihood of the class receiving substantially greater
3 benefit if the litigation continued. Plaintiffs and counsel concluded – in light of these very real
4 and substantial risks – settlement on the proposed terms and without prolonged and costly
5 litigation was in the best interests of the class. The overall \$1,600,000 recovery represents a
6 significant percentage of Defendants’ potential exposure and, given Defendants’ multi-layered
7 defenses and all other potential risks of continued litigation, a total recovery for the class of
8 \$1,600,000, which will result in average award of some \$646 per class member, plus additional
9 sums under PAGA, is a significant result well within the range of reasonableness considering all
10 potential outcomes, and it will provide direct monetary awards to all Class Members without
11 further delay. [Serb Decl., ¶¶ 20-21.]

12 Importantly, the mere fact that a settlement does not provide the same recovery as might
13 be achieved at trial is not a proper indicator of whether the settlement is fair, reasonable, and
14 adequate. Wershba, 91 Cal.App.4th at 246, 250 (“Compromise is inherent and necessary in the
15 settlement process...even if the relief afforded by the proposed settlement is substantially
16 narrower than it would be if the suits were to be successfully litigated, this is no bar to a class
17 settlement because the public interest may indeed be served by a voluntary settlement in which
18 each side gives ground in the interest of avoiding litigation”); 7-Eleven Owners for Fair
19 Franchising v. Southland Corp. (2000) 85 Cal.App.4th 1135, 1150 (“The fact that a proposed
20 settlement may amount to only a fraction of the potential recovery does not, in and of itself, mean
21 that the proposed settlement is grossly inadequate and should be disapproved”); White v.
22 Experian Information Solutions, Inc. (C.D. Cal. 2011) 803 F.Supp.2d 1086, 1098 (rejecting
23 contention settlement was not fair and reasonable even though it represented 99% discount off the
24 maximum value of the claims); Lane v. Facebook, Inc. (9th Cir. 2012) 696 F.3d 811, 819 (“[T]he
25 question whether a settlement is fundamentally fair . . . is different from the question whether the
26 settlement is perfect in the estimation of the reviewing court”). Importantly as well, the proposed
27 settlement is non-reversionary and will provide immediate benefits to the Class Members without
28 a claims process. White, 803 F.Supp.2d at 1098; c.f., Federal Judicial Center, Managing Class

1 Action Litigation: A Pocket Guide for Judges (3d ed. 2010) at 20, available at [Error! Hyperlink](#)
2 [reference not valid.](#) (reversionary provisions and/or cumbersome claims process may indicate
3 lack of fairness). Plaintiff and his counsel submit the settlement is within the “range of
4 reasonableness,” and is fair and adequate for the Class.

5 **V. PLAINTIFFS’ ENHANCEMENT AWARDS**

6 Pursuant to the terms of the settlement, Plaintiffs each seek a modest incentive award of
7 \$10,000 for their service in bringing these claims on behalf of the Class. Plaintiffs respectfully
8 submit the request is reasonable given the risks they undertook on behalf of the Class Members.
9 By contacting and retaining counsel to pursue these claims, Plaintiffs helped make this
10 settlement possible for the absent Class Members, while shouldering the risk of being liable for
11 Defendants’ litigation costs. Plaintiffs also exposed themselves to unwanted notoriety related to
12 filing a public lawsuit (discoverable even through a simple google search) for the benefit of
13 other employees, placing himself at risk of discrimination by future prospective employers. As
14 set forth in more detail in their respective declarations submitted with the preliminary approval
15 motion, among taking many other actions assisting in the successful litigation of this case,
16 Plaintiffs provided substantial factual information and documents to counsel, attended
17 numerous meetings/phone conferences with counsel to discuss the case, and kept abreast of all
18 significant developments. [Declaration of Jakkob Romero, ¶¶ 2-7; Declaration of Angel
19 Armenta, ¶¶ 2-17; Serb Decl., ¶ 22; Marquez Decl., ¶ 14-18.]

20 Accordingly, the requested enhancement payments to Plaintiffs are appropriate and
21 justified as part of the settlement. Staton v. Boeing (9th Cir. 2003) 327 F.3d 938, 977
22 (collecting cases awarding class representatives service and incentive payments ranging from
23 \$2,000 to \$25,000).

24 **VI. SETTLEMENT ADMINISTRATION COSTS**

25 The settlement provides for a payment to Simpluris, Inc. for its services as the Settlement
26 Administrator. As set forth in the Declaration of Markus Balthuis, Simpluris has performed and
27 will continue to perform its required duties through final distribution of the settlement funds and
28 incurred \$15,000 in fees and expenses. [Balthuis Decl., ¶ 15.] Plaintiff accordingly requests the

1 Court approve payment of \$15,000 to Simpluris from the GSA. [Serb Decl., ¶ 23.]

2 **VII. ATTORNEY'S FEES AND COSTS**

3 **A. The Attorney's Fees Requested Are Fair and Reasonable and Should Be**
4 **Approved**

5 This Court has discretion over the amount of attorneys' fees awarded and court
6 approval is required for Class Counsel's fees. Cal. Rule of Court 3.769; Levy v. Toyota
7 Motor Sales, U.S.A. (1992) 4 Cal.App.4th 807, 813; Lealao v. Beneficial Cal., Inc. (2000) 82
8 Cal.App.4th 19. In defining a reasonable fee, the Court should attempt to mimic the
9 marketplace for cases involving significant contingent risk, such as this one. Deposit
10 Guaranty Nat'l Bank, Jackson, Miss. v. Roper (1980) 445 U.S. 326, 338, rehg. den. 446 U.S.
11 947; Lealao, 82 Cal.App.4th at 49-50 (court should attempt "to award the fee that informed
12 private bargaining, if it were truly possible, might have reached" in determining a reasonable
13 fee, and a fee award should approximate a "range of fees freely negotiated in comparable
14 litigation"). Here, Class Counsel's request for attorney's fees and costs is reasonable and
15 justified by the work performed, the benefits obtained, and the contingent risk assumed.

16 As addressed in detail above, at the time the parties reached the tentative settlement
17 success for Plaintiff and the putative class was far from certain. Plaintiff faced a real risk that
18 some or all the claims would not be certified for class treatment, as Defendants had strong
19 arguments that its compensation policies were legal and properly compensated the class
20 members. Even if Plaintiff certified some or all of the claims and ultimately prevailed on the
21 merits, it undoubtedly would have taken several years to realize any recovery while they
22 pursued class certification, trial, and an almost certain appeal. [Serb Decl., ¶¶ 15-17, 23.]

23 Nonetheless, Plaintiff succeeded and expeditiously obtained the relief he set out to
24 obtain, and the settlement provides substantial cash payments to Class Members, with an
25 average award of about \$646, and with a maximum award of some \$4,000. Importantly as
26 well, the Class Members have been overwhelmingly supportive of the Settlement – as of the
27 filing of this motion, there are no objections and only one opt out to the settlement. [Balthuis
28 Decl., ¶¶ 12-13.]

1 **B. The Requested Fee Award Is Reasonable and Appropriate**

2 The United States Supreme Court has ruled the parties to a class action properly may
3 negotiate not only the settlement of the action itself but also the payment of attorney's fees.
4 Evans v. Jeff D. (1986) 475 U.S. 717, 734-35, 738, fn. 30.) In Hensley v. Eckerhart (1983)
5 461 U.S. 424, 437, the Supreme Court explained that negotiated, agreed-upon attorney's fee
6 provisions are the ideal towards which the parties should strive: "A request for attorney's fees
7 should not result in a second major litigation. Ideally, of course, litigants will settle the
8 amount of a fee." The United States Supreme Court has reemphasized this policy and further
9 stressed trial courts have "a responsibility to encourage agreement" on fees. Blum v. Stenson
10 (1984) 465 U.S. 886, 902 n.19.

11 As part of the Settlement, Blue Beacon agreed not to object to an award of no more
12 than 1/3 of the GSA for attorney's fees, or \$533,333.33, and up to \$15,000 in reimbursement
13 for litigation costs and expenses. Such a fee is commensurate with what the market would
14 provide for similar services and the Court therefore can most certainly enforce the
15 agreement. As California's Court of Appeal has instructed:

16 Given the unique reliance of our legal system on private litigants to enforce
17 substantive provisions of law through class and derivative actions, attorneys
18 providing the essential enforcement services must be provided incentives roughly
19 comparable to those negotiated in the private bargaining that takes place in the
legal marketplace, as it will otherwise be economic for defendants to increase
injurious behavior.

20 Lealao, 82 Cal.App.4th at 47.

21 Here, the parties did not negotiate the inclusion of attorney's fees until after extensive
22 arms-length bargaining regarding relief to the Class was completed. [Serb Decl., ¶ 24.]
23 The requested fee and cost award was a product of these arms-length negotiations and fairly
24 reflects the marketplace value of the services rendered by Class Counsel in this case. As a
25 result, the fee agreed to by the parties should be approved.

26 **C. Class Counsel's Fees are Justified When Calculated as a Percentage of the**
27 **Common Fund**

28 In approving fee applications, courts typically apply either a percentage-of-recovery

1 method or the lodestar method. Laffitte v. Robert Half Int'l., Inc. (2016) 1 Cal.5th 480, 489;
2 Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 254, disapproved on other
3 grounds, Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260. The California
4 Supreme Court recently recognized the advantages and equities of calculating attorney's fees
5 using the percentage-of-the-common-fund method in another wage-and-hour case:

6 The recognized advantages of the percentage method-including relative ease of
7 calculation, alignment of incentives between counsel and the class, a better
8 approximation of market conditions in a contingency case, and the
9 encouragement it provides counsel to seek an early settlement and avoid
10 unnecessarily prolonging the litigation convince us the percentage method is a
11 valuable tool that should not be denied our trial courts.

12 Laffitte, 1 Cal.5th at 503 (citations omitted).

13 Indeed, both California and federal courts have long recognized an appropriate
14 method for determining the award of attorney's fees is based on a percentage of the total
15 value of benefits afforded to class members by the settlement. Serrano v. Priest (1977) 20
16 Cal.3d 25, 34; Boeing Co. v. Van Gernert (1980) 444 U.S. 472, 478; Vincent v. Hughes Air
17 West, Inc. (9th Cir. 1977) 557 F.2d 759, 769. Awarding a fee based on a percentage of the
18 common fund recovered operates to "spread litigation costs proportionately among all the
19 beneficiaries so that the active beneficiary does not bear the entire burden alone." Vincent,
20 557 F.2d at 769.

21 In determining a reasonable common fund fee award, courts should also consider the
22 fact that fees serve as an economic incentive for lawyers to bring class action litigation to
23 achieve increased access to the judicial system for meritorious claims and to enhance
24 deterrents to wrongdoing. Conte, Attorney Fee Awards (2d ed. 1993) § 104. Without
25 prosecution on a contingent basis and use of the class action mechanism, the courthouse door
26 would effectively be closed to most class members due to the relatively small size of their
27 individual claims in relation to the enormous time and cost associated with class action
28 litigation.

 Here, Class Counsel seek a fee award for their successful prosecution and resolution
of this action of 1/3 of the GSA, or \$533,333.33. The percentage requested is justified for

1 the reasons set forth further below, and comports with fee awards calculated on a
2 percentage-of-the-benefit basis. Indeed, review of class action settlements shows that courts
3 have historically awarded fees in the range of 20 to 50 percent, depending upon the
4 circumstances of the case. In re Warner Communications Sec. Litig. (S.D.N.Y. 1985) 618
5 F.Supp. 735, 749-50 (concluding that percentage fees in common fund cases range from 20
6 to 50 percent); Newberg, Newberg on Class Actions (3d ed.) § 14.03, pp. 13-14 ("Usually
7 50% of the fund is the upper limit on a reasonable fee award from a common fund in order to
8 assure that the fees do not consume a disproportionate part of the recovery obtained for the
9 class, although somewhat larger percentages are not unprecedented.").

10 **D. A Lodestar Cross-Check Also Supports Class Counsel's Fee Request**

11 To ensure the fairness of an attorney's fee award, courts frequently conduct a lodestar
12 cross check of counsel's fees. "A lodestar cross-check thus provides a mechanism for
13 bringing an objective measure of the work performed into the calculation of a reasonable
14 attorney fee." Laffitte, 1 Cal.5th at 504. Here, Class Counsel collectively spent 609.4 hours
15 of time on this matter, resulting in a modest and very reasonable lodestar of \$418,937.50.

16 As is fully detailed in the Serb Declaration, Class Counsel's efforts included: (1)
17 extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class, including legal
18 research, research into similar claims and claims against other employers in the same industry,
19 and attempts to locate and contact other employees of the Defendant; (2) drafting a PAGA notice
20 letter; (3) drafting the initial complaint and related documents; (4) case management, including
21 communications with defense counsel, meeting and conferring/preparing case management
22 statements, etc.; (5) lengthy discussions with defense counsel regarding settlement/mediation and
23 informal discovery needed for meaningful settlement discussions; (6) engaging in substantial
24 informal discovery, including propounding informal discovery "requests" and reviewing
25 documents and other information produced; (7) working with a consulting expert on the analysis
26 of Defendant's production; (8) drafting a mediation brief and accompanying damages model after
27 review and analysis of defendant's formal and informal discovery production; (9) attending an
28 all-day mediation; (10) negotiating and drafting the settlement agreement and related documents;

1 (11) drafting the motion for preliminary approval, and attending the hearing; (12) administration
2 of the settlement, including communications with the Settlement Administrator and settlement
3 class members; (13) final approval and attorney's fees, and attending the final approval hearing;
4 and (14) extensive communications with the Plaintiff regarding case status, case investigation and
5 document review, mediation, and settlement terms. Additionally, Class Counsel will incur
6 additional time following final approval to, inter alia, respond to class member inquiries, work
7 with the Settlement Administrator on the distribution of settlement funds, and on the compliance
8 hearing. [Serb Decl., ¶ 25, Exh. 2; Marquez Decl., ¶¶ 21-22.]

9 In pursuing this matter, Class Counsel incurred total attorney's fees of \$418,937.50,
10 including \$254,937.50 for Crosner Legal and \$164,000 for the Wilshire Law Group. The
11 overall lodestar is based on an eminently reasonable number of hours worked to litigate this
12 matter to a successful conclusion (609.4 attorney hours), and the requested attorney hourly rates
13 are reasonable and comport with hourly rates charged by other attorneys with similar experience
14 in this practice area in California. [Serb Decl., ¶¶ 26-40; Marquez Decl., ¶¶ 19-41.] On a
15 lodestar basis, the fee request of \$533,333.33 results in a multiplier of 1.27, which is a
16 modest enhancement entirely in line with California law. [Serb Decl., ¶ 40.] Indeed,
17 California courts routinely approve multipliers in the in the 2-4 range to compensate for the
18 time and risk of class action cases. Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 66
19 (affirming attorneys' fee award including an upward multiplier of 2.5); Wershba, 91
20 Cal.App.4th at 255 ("Multipliers can range from 2 to 4 or even higher."); City of Oakland
21 Oakland Raiders (1988) 203 Cal.App.3d 78, 85 (affirming a multiplier of 2.34).) Class
22 Counsel submit the requested 1.27 multiplier effectively operates to show that the percentage
23 fee request is reasonable considering the challenges presented in this contingency fee matter,
24 and appropriately compensates Class Counsel for the contingent risk assumed and delay in
25 payment during the two plus years counsel has been representing Plaintiff. Thus, the
26 multiplier results in a fee constituting a fair return on the contingency.

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1
2 E. **The Award is Supported By 1) the Results Achieved; 2) the Risk, 3) the Skill**
3 **Required, 4) the Contingent Nature of the Fee and 5) Awards in Similar**
4 **Cases.**

5 What has now emerged in most fee award decisions is the recognition that fee
6 determinations in both common fund and statutory fee situations are incapable of
7 mathematical precision because of the intangible factors that must be resolved in the court's
8 discretion based on the circumstances of each particular case. Conte, § 207, p. 44. In
9 determining an appropriate fee in a common fund case, a Court must decide, based on the
10 unique posture of each case, what percentage of the common fund would most reasonably
11 compensate Class Counsel given the nature of the litigation and the performance of counsel.
12 Paul, Johnson, Alston & Hunt v. Graulty (9th Cir. 1989 886 F.2d 268, 272) (the benchmark
13 percentage fee may be adjusted to account for the circumstances involved in a case).

14 Courts apply a five-part test in calculating a reasonable percentage fee in common
15 fund cases: (1) the results achieved; (2) the risk of litigation; (3) the skill required and the
16 quality of work; (4) the contingent nature of the fee and the financial burden carried by the
17 plaintiffs; and (5) awards made in similar cases. Laffitte, 1 Cal.5th at 489.

18 **1. The Results Achieved.**

19 Class Counsel obtained an excellent result in this case for the Class Members. The
20 Settlement provides real monetary benefits to the Class Members, and the Settlement is
21 particularly advantageous to the Class Member because the proceeds will be distributed
22 shortly as opposed to waiting additional years for a similar, or possibly, less favorable result.
23 Considering many individual claims would be very modest and would not be cost-effective
24 to pursue successfully, the Settlement provided them with fair compensation for their claims.
25 Moreover, the absence of any objection to either the Settlement or the attorney's fee request
26 bolsters the excellent results. Indeed, the approval of the Class is overwhelming as indicated
27 by the fact that not only one class member opted out. Additionally, the settlement amounts to
28 a substantial percentage of the maximum value of the amount the Class might have obtained
if it had tried the case and recovered on all theories seeking recovery of wages and penalties.

1 "It is well-settled law that a cash settlement amounting to only a fraction of the potential
2 recovery does not per se render the settlement inadequate or unfair." In re Omnivision
3 Techs., Inc., 559 (N.D. Cal. 2008) F.Supp.2d 1036, 1042.

4 **2. Class Counsel Bore Considerable Risk.**

5 At the time of filing the complaint, Class Counsel recognized that they would have to
6 expend a substantial amount of time and advance significant costs to prosecute a statewide
7 class action suit with no guarantee of compensation or reimbursement, in the hope of
8 prevailing against a sophisticated company represented by first-rate attorneys. Despite
9 their belief in the validity of Plaintiff's claims, they also knew they faced substantial risks
10 of class certification and the ability to prove class-wide and individual damages. In light of
11 the highly uncertain nature of this suit, Class Counsel also bore the risk that Defendants
12 would dig in and attempt to bury their small firms in work. Given the small size of Class
13 Counsel's firm, not receiving any compensation for several years while simultaneously
14 advancing litigation costs posed considerable risk and difficulty. [Serb Decl., ¶¶ 41-42;
15 Marquez Decl., ¶¶ 27-28.]

16 **3. The Skill Required and the Quality of Work.**

17 Practice in the narrow area of wage and hour litigation requires skill, knowledge and
18 experience. The issues presented in this case required more than just a general appreciation
19 of wage and hour law and class action procedure. This Settlement was possible only
20 because counsel persuaded Defendants that Plaintiff and the putative class had a realistic
21 chance of prevailing on their claims despite Defendants' contrary arguments, and that
22 the case would be pursued through class certification and trial if necessary. In
23 successfully navigating these hurdles, Class Counsel displayed appropriate skill while
24 pursuing a risky and difficult case.

25 **4. The Contingent Nature of the Fee and Risk Assumed**

26 There is a substantial difference between the risk assumed by attorneys being paid
27 by the hour and attorneys working on a contingent fee basis. The attorney being paid by
28 the hour can go to the bank with his fee. Powers v. Eichen (9th Cir. 2000) 229 F.3d

1 1249, 1256. The attorney working on a contingent basis can only log hours while
2 working without pay towards a result that will hopefully entitle him to a market fee
3 considering the risk and other factors of the undertaking. Id. at 1257. Otherwise, the
4 contingent fee attorney receives nothing. Id. In this case, Class Counsel subjected
5 themselves to this risk in this all or nothing contingent fee case wherein the necessity
6 and financial burden of private enforcement makes the requested award appropriate.

7 Counsel retained on a contingency fee basis, whether in private matters or in class
8 action litigation, is entitled to a premium beyond their standard, hourly, non-contingent
9 fee schedule to compensate for both the contingent risk assumed and the delay in
10 payment. The simple fact is that despite the most vigorous and competent of efforts,
11 success is never guaranteed. McKittrick v. Gardner (4th Cir. 1967) 378 F.2d 872, 875.
12 Indeed, if counsel is not adequately compensated for the risks inherent in difficult class
13 actions, competent attorneys will be discouraged from prosecuting similar cases.
14 Ketchum v. Moses (2001) 24 Cal.4th 1122, 1132-33; Cazares v. Saenz (1989) 208
15 Cal.App.3d 279, 287.

16 Here, the contingent fee practice of Plaintiff's counsel simply does not accommodate
17 the investment of unnecessary time in a case, and the adverse resolution of any one of several
18 difficult issues present in this matter could have doomed the entire effort. As discussed, the
19 attorney's fees in this case were not only contingent but fairly risky, and there was always a
20 very real chance Plaintiff's counsel would receive nothing for any number of reasons. [Serb
21 Decl., ¶¶ 41-42; Marquez Decl., ¶¶ 27-28.] Accordingly, the contingent nature of the fee and
22 the financial burdens on Class Counsel and Plaintiff also support the fee requested.

23 **5. Awards in Other Cases**

24 As discussed, the attorney's fees requested by Class Counsel are within the range of
25 fees awarded in comparable cases, as California courts regularly approve class action fee
26 awards amounting to 1/3 of a common fund. Additionally, review of class action settlements
27 over the past 10 years shows that the courts have historically awarded fees in the range of 20
28 to 50 percent, depending upon the circumstances of the case. In re Warner Communications

1 Sec. Litig. (S.D.N.Y. 1985) 618 F.Supp. 735, 749-50 (concluding that percentage fees in
2 common fund cases range from 20 to 50 percent); Newberg, Newberg on Class Actions (3d
3 ed.) § 14.03, pp. 13-14 ("Usually 50% of the fund is the upper limit on a reasonable fee
4 award from a common fund in order to assure that the fees do not consume a
5 disproportionate part of the recovery obtained for the class, although somewhat larger
6 percentages are not unprecedented."). Class Counsel's requested fees equal to 1/3 of the gross
7 amount recovered on behalf of the class and are well within the range of reasonableness
8 under either the percentage of the recovery or the lodestar method in light of the contingent
9 risk assumed, the delay in payment, the result achieved, and the overall quality of the
10 representation.

11 **F. Class Counsel's Costs and Expenses are Reasonable**

12 Plaintiff's counsel also requests reimbursement of actual out-of-pocket expenses incurred
13 to prosecute this action. These expenses were incidental and necessary to the effective
14 representation of the employees, and Plaintiffs' counsel is permitted to recover litigation costs
15 and expenses under the common fund doctrine and the Settlement Agreement. Serrano, 20 Cal.3d
16 at 35 (common fund doctrine permits recovery of fees and costs from the fund); Rider v. County
17 of San Diego (1992) 11 Cal.App.4th 1410, 1424 n.6 (costs are recoverable from the common fund
18 "[o]f necessity, and for precisely the same reasons discussed above with respect to the recovery of
19 attorneys' fees by ... [Plaintiffs'] attorneys"). Plaintiff's counsel also is entitled to recover "those
20 out-of-pocket expenses that would normally be charged to a fee-paying client." Harris v.
21 Marhoefer (9th Cir. 1994) 24 F.3d 16, 19.

22 As explained in the Serb and Marquez Declarations, Class Counsel incurred a
23 total of \$15,066.71 in expenses incurred in connection with this litigation, including
24 \$7,233.23 by Crosner Legal and \$7,833.48 by Wilshire Law Group. These expenses
25 include the amounts paid for court filing fees, service of process, expert fees, postage,
26 and mediation fees, all of which are costs normally paid by the client. These costs were
27 reasonably incurred in the prosecution of this matter. Since costs are capped a \$15,000
28 per the terms of the settlement, Class Counsel accordingly requests reimbursement in the

1 amount of \$15,000. [Serb Decl., ¶¶ 43-44; Marquez Decl., ¶ 29; Exh. 3.]

2 **VIII. CONCLUSION**

3 For all the foregoing reasons, Plaintiffs Angel Armenta and Jakkob Romero respectfully
4 requests that the Court grant this motion and grant final approval of the proposed class action
5 settlement and approve the payment of PAGA penalties to the State. Plaintiffs further request the
6 Court approve payment of the Settlement Administrator's fees and expenses, approve the
7 requested class representative enhancement payments, approve the award of attorney's fees and
8 costs as requested, and enter judgment in this action. Finally, Plaintiffs request the Court set a
9 final compliance hearing for October 4 2024, or a later date convenient for the Court.

10 Dated: September 12, 2023

CROSNER LEGAL, P.C.

12 

13 _____
14 Zachary Crosner
15 Jamie K. Serb
16 Attorneys for Plaintiff Jakkob Romero